

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603



SCOPE OF WORK PROVISIONS

FOR

PAINTER: BRUSH, SPRAY, PAPERHANGER
PAINTER: SANDBLASTER, STEAM CLEANER, WATERBLASTER
PAINTER: SPECIAL COATING

IN

Butte, Colusa, El Dorado¹, Glenn, Lassen¹, Modoc, Nevada¹
Placer¹, Plumas¹, Sacramento, Shasta, Sierra¹, Siskiyou,
Sutter, Tehama, Trinity, Yolo, and Yuba Counties

PAINTER: ALL CLASSIFICATIONS

IN

Alpine, Amador, Calaveras, Mariposa, Merced
San Joaquin, Stanislaus, and Tuolumne Counties

¹ PORTION OF COUNTY LYING OUTSIDE THE TAHOE BASIN WATERSHED

RECEIVED
Department of Industrial Relations

AUG 01 2002

Div. of Labor Statistics & Research
Chief's Office

**SACRAMENTO, MODESTO,
STOCKTON PAINTERS
MASTER AGREEMENT**

CO-PARTNERSHIP BETWEEN
DISTRICT COUNCIL NO. 16

and

PAINTING & DECORATING
CONTRACTORS ASSOCIATION



November 1, 2001 - August 31, 2006

**ARTICLE II
DRYWALL AGREEMENT/CONTRACTORS**

(Sacramento, Sierra, El Dorado, Placer, Nevada, Yolo,
Butte, Colusa, Glenn, Lassen, Modoc, Plumas,
Shasta, Siskiyou, Sutter, Trinity, Yuba,
Stanislaus, Merced, Tuolumne, Mariposa,
San Joaquin, Calaveras, Alpine and
Amador Counties)

SECTION 1: Refer to "BAY AREA DRYWALL FINISHERS JOINT AGREEMENT." All contractors signatory to this agreement and/or interim agreement doing drywall work shall pay the negotiated drywall/taper scale. At no time shall a drywall contractor use this agreement in place of the Bay Area Drywall Agreement.

**ARTICLE III
AGREEMENT MODIFICATIONS**

Section 1: The parties to this agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of the agreement relative to specific geographic or market areas and will endeavor, by mutual agreement, to initiate such modifications to the agreement during its term may be necessary to assure the work opportunities of the employees and the competitive position of the individual employers, specifically addressing the painting industry.

SECTION 1(a): Prior to signing the local area agreement any individual, member, or stockholder of a partnership, corporation, firm or any other association, the applicant must state the name of the individual who may work with the tools of the trade without belonging to Local Union No. 487. Any other individual or individuals who are members of the above entities must be a member of Local Union No. 487 if they work with the tools of the trade. Fringe benefits and administrative dues must be paid.

**ARTICLE IV
RECOGNITION CLAUSE**

SECTION 1: The employer recognizes, acknowledges, and agrees that District Council No. 16/Local Union No. 487, is within the meaning of Section 9(a) of the National Labor Relations Act, the exclusive representative for the purpose of collective bargaining, of all employer's employees wherever such employees may be employed, in the following classification of work: As listed in Section 1(a): Scope of work.

SECTION 1(a): SCOPE OF WORK - The Employer signatory to this agreement utilizes the following in his contracts: paints, pigments, oils, turpentine, Japan driers, thinners, varnishes, lacquers, shellac, stains, fillers, waxes, cement, water and other vehicles; mediums that may be mixed and applied to the surface of materials and buildings, edifices, structures, monuments and appurtenances thereto, of every type and description in their natural state of condition, or constructed or fabricated of any material or materials whatsoever and who provide: work or services pertaining to the painting of all drywall and thinwall type surfaces, flushing or concrete surfaces, caulking between sheetrock walls and/or ceilings and floors of other materials. Work or services pertaining to the application of wallpaper, wall fabric and all type of coverings or coatings whether decorative or protective, and all preparations necessary before said application. Work or services pertaining to the application of tar products or products of similar nature whether they are plastic, vinyl, acrylics, epoxies, esters, urethanes, etc. or any new product of this nature. Work or services pertaining to the application or bond breaker, water repellent and/or waterproofing materials of all types. Work or services pertaining to the finishing and surface preparation of all hardwood or softwood floors and furniture at job sites. Work or services pertaining to the priming and finish coat on fabricated metal or steel products. Work or ser-

vices pertaining to the application of all fire retardant and/or insulation materials used on structural items or as architectural finishes. Work or services pertaining to the cleaning, polishing and refinishing of metal and masonry surfaces. Work or services pertaining to steeplejack work. Work or services pertaining to surface preparation and decoration of all types; including sand blasting, steam cleaning, building washing and all of the methods used in the removal of previously painted surfaces; including caulking, tuck pints, spackling and wood dough work. Work or services pertaining to painting of lines, arrows, bumpers, curbs, etc. On parking lots, airfields, highways, game courts (both indoors and outdoors) and other such surfaces, installation and the maintenance thereof: including lines of metal, plastic and composition materials used instead of paint. All products and methods of application which have or may be awarded to the Painters International through jurisdictional procedures. The operation and care of all tools and equipment used by painting contractors and journeyman painters; including paperhangers, sandblasters, and all other facets as outlined in the utilizers as listed above, the above includes the care and control of all compressors, boom trucks and other specialty equipment, it is the intent that all equipment and tools of the trade are under the care, custody and control of the contractor and/or employer.

ARTICLE V
WAGES

SECTION 1: WAGES FOR WORK PERFORMED IN THE FOLLOWING COUNTIES: Sierra, Nevada, Placer, El Dorado, Sacramento, Yolo, Butte, Colusa, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Sutter, Tehama, Trinity and Yuba.

Journeyman Rate For Painters	Effective 11-01-2001
Wages per hour	\$22.03
Beneficial per hour	.60
Holiday per hour	.60
Dues check-off per hour	.53
Organizing fund	.15
Welfare per hour	3.50
Pension per hour	4.16
Apprentice Training per hour	.16
IUPAT LMCF	.05
IUPAT JATF	.05
Work Preservation Fund per hour	.06
TOTAL:	\$31.89

SECTION 1(a): WAGES FOR WORK PERFORMED IN THE FOLLOWING COUNTIES: Stanislaus, Merced, Tuolumne and Mariposa

Journeyman Rate For Painters	Effective 11-01-2001
Wages per hour	\$18.53
Beneficial per hour	.60
Holiday per hour	.60
Dues check-off per hour	.53
Organizing fund	.15
Welfare per hour	3.50
Pension per hour	4.16
Apprentice Training per hour	.16
IUPAT LMCF	.05
IUPAT JATF	.05
Work Preservation Fund per hour	.06
TOTAL:	\$ 28.39

SECTION 2: HIGH TIME - Steel construction employees working at fifty (50) feet above ground on erected steel construction, bridges, stacks, towers, tanks and similar structures over fifty (50) feet above ground or water level shall be paid one (1) hour per day over the basic wage rate; when working on such structures from one hundred (100) to one hundred eighty (180) feet above ground or water level shall be paid two (2) hours per day above the basic wage rate; and when working on such structures over one hundred eighty (180) feet above ground or water level shall be paid three (3) hours per day above the basic wage rate. (Water level means *mean* water level).

SECTION 2(a): EXTERIOR STAGE - Employees working on exterior stage 4-7 stories shall receive one half (½) hour per day in addition to his basic wage rate; employees working on exterior stage 8-11 stories shall receive one (1) hour in addition to his basic wage rate; employees working on exterior stage 12 stories or higher shall receive one and one half (1½) hours in addition to his basic wage rate. (One story equal ten (10) feet).

SECTION 3: SPRAY WORK - Employees sandblasting, water blasting, pressure washing (5000 psi) or steam cleaning shall receive \$1.00 in addition to the basic wage rate plus any other high time or premium pay.

SECTION 4: COAR TAR PRODUCTS/EXOTIC MATERIALS - Employees sandblasting, spraying or water blasting shall be paid \$1.75 per hour above the basic wage rate in addition to any other high time or premium pay.

SECTION 5: TRAINING/EDUCATION AND PREMIUM PAY:
In our efforts to improve our industry, training by the Employee and Employer has become a necessity. The changing environment and non union activities mandates a more qualified and educated craftsman to maintain our competitive edge.

All affected Journeymen must complete a minimum of sixteen (16) hours per year of continuing education. Effective July 1, 2002 employees not fulfilling the requirements of sixteen (16) hours shall not be eligible for the next negotiated pay raise. Once sixteen (16) hours of certification is completed, all negotiated pay raises shall be automatic. The sixteen (16) hour requirement shall remain in effect as required by the Employer, job requirement or journeyman upgrade.

Education or training in excess of sixteen (16) hours which are required by the Employer, shall be paid at the basic wage rate by the Employer. All required training shall be made available by the Employer or the Bay Area Apprenticeship and Training Committee in Sacramento.

- * 1. CPR Training
- * 2. First Aid
 - 3. Primary Access Scaffold Training
 - 4. Fall Protection
- * 5. Respirator Training
 - 6. Confined Space
 - 7. Hazardous Materials
 - 8. Hazardous Communication
 - 9. Lead Worker
 - 10. Lead Refresher
 - 11. Ariel Mobile Power Lifts
 - 12. Swing Stage

*** REQUIRED COURSE**

ARTICLE VI
APPRENTICE PROGRAM

Section 1: The Sacramento/Modesto/Stockton area are part of District Council No. 16 jurisdiction and so shall the apprenticeship